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Third Party Plaintiffs PCJV USA, LLC, PCI  
TRADING LLC, POTATO CORNER, LA  
GROUP, LLC, GK CAPITAL GROUP, LLC,  
NKM CAPITAL GROUP, LLC and GUY  
KOREN, and Defendants J & K AMERICANA,  
LLC, J&K LAKEWOOD, LLC, J&K  
OAKRIDGE, LLC, J&K VALLEY FAIR, LLC, J  
& K ONTARIO, LLC, J&K PC TRUCKS, LLC,  
HLK MILPITAS, LLC, and GK CERRITOS, LLC

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SHAKEY'S PIZZA ASIA VENTURES,  
INC, a Philippines corporation,

Plaintiff,

vs.

PCJV USA, LLC, a Delaware limited  
liability company; PCI TRADING , LLC, a  
Delaware limited liability company; GUY  
KOREN, an individual; POTATO CORNER  
LA GROUP, LLC, a California limited  
liability company; NKM CAPITAL GROUP,  
LLC, a California limited liability company;  
J & K AMERICANA, LLC, a California  
limited liability company; J&K  
LAKEWOOD, LLC, a California limited  
liability company; J&K VALLEY FAIR,  
LLC, a California limited liability company;  
J & K ONTARIO, LLC, a California limited  
liability company; HLK MILPITAS, LLC, a  
California, limited liability company; GK  
CERRITOS, LLC, a California, limited  
liability company; J&K PC TRUCKS, LLC,  
a California limited liability company; and,  
GK CAPITAL GROUP, LLC, a California

Case No. 2:24-CV-04546-SB(AGRx)

*Hon. Stanley Blumenfeld, Jr.*

**DEFENDANTS' STATEMENT OF  
UNCONTROVERTED FACTS IN  
SUPPORT OF THEIR MOTION  
FOR SUMMARY JUDGMENT IN  
ACCORDANCE WITH DKT. NO.  
308**

Complaint Filed: May 31, 2024  
Trial Date: September 26,  
2025

limited liability company and DOES 1  
through 100, inclusive,

Defendants.

PCJV USA, LLC, a Delaware limited  
liability company; PCI TRADING LLC, a  
Delaware limited liability company;  
POTATO CORNER LA GROUP LLC, a  
California limited liability company; GK  
CAPITAL GROUP, LLC, a California  
limited liability company; NKM CAPITAL  
GROUP LLC, a California limited liability  
company; and GUY KOREN, an individual,

Counter-Claimants,

v.

SHAKEY'S PIZZA ASIA VENTURES,  
INC, a Philippines corporation,

Counter Defendant.

PCJV USA, LLC, a Delaware limited  
liability company; PCI TRADING LLC, a  
Delaware limited liability company;  
POTATO CORNER LA GROUP LLC, a  
California limited liability company; GK  
CAPITAL GROUP, LLC, a California  
limited liability company; NKM CAPITAL  
GROUP LLC, a California limited liability  
company; and GUY KOREN, an individual,

Third Party Plaintiffs,

v.

PC INTERNATIONAL PTE LTD., a  
Singapore business entity; SPAVI  
INTERNATIONAL USA, INC., a California  
corporation; CINCO CORPORATION, a  
Philippines corporation; and ROES 1 through  
10, inclusive,

Third Party Defendants.

**TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

Defendants PCJV USA, LLC, PCI Trading, LLC, Guy Koren, Potato Corner LA Group, LLC, NKM Capital Group, LLC, J & K Americana, LLC, J&K Lakewood, LLC, J&K Oakridge, LLC, J&K Valley Fair, LLC, J & K Ontario, LLC, J&K PC Trucks, LLC, HLK Milpitas, LLC, GK Cerritos, LLC, and GK Capital Group, LLC (collectively, “Defendants”) hereby submit this Statement of Uncontroverted Facts (“SUF”) in support of their Motion for Summary Judgment.

SUF No.	Fact	Supporting Evidence
1.	Since 2010, PCJV has been the sole master franchisor of Potato Corner in the United States, and is the only entity ever authorized to sell Potato Corner franchises in the U.S. All U.S. franchisees obtained their rights to use the Potato Corner marks from PCJV, with franchise agreements providing for initial ten-year terms and rights to successive ten-year renewals, extending franchisee rights well into the future. Franchisees agreed that all goodwill inures to PCJV’s exclusive benefit.	<ul style="list-style-type: none"><li>• Joint Statement of Stipulated Facts, Dkt. 257, Facts 7, 8;</li><li>• Franchise Agreements: TE 1239, 1248, § 9.1 (goodwill provision; ten-year initial term and renewal rights);</li><li>• FDDs: TE 1034, 1184;</li><li>• Declaration of Erlinda Bartolome (“Bartolome Decl.”) ¶¶ 7–10, 32(a)-(b);</li></ul>

		<ul style="list-style-type: none"><li>• Declaration of Barry Kurtz (“Kurtz Decl.”) ¶¶ 8–10;</li><li>• Declaration of Adam Mandel (“Mandel Decl.”) ¶¶ 5–8;</li><li>• Declaration of Guy Koren (“G. Koren Decl.”) ¶ 20.a.</li></ul>
2.	PCJV is governed by a set of agreements (the Joint Venture Agreement, its First Amendment, and the LLC Agreement), all of which provide for indefinite duration and require a supermajority vote or mutual agreement for termination.	<ul style="list-style-type: none"><li>• Joint Venture Agreement (“JVA”), TE 1050 §§ 3(g)-(h), 4(a);</li><li>• First Amendment to JVA, TE 1053;</li><li>• Relevant drafts of JVA, TE 1023, 1025;</li><li>• LLC Agreement, TE 62 §§ 2.7, 9.1–9.2;</li><li>• Bartolome Decl. ¶¶ 9–15, 32(c)</li><li>• Mandel Decl. ¶¶ 9–12</li></ul>

		<ul style="list-style-type: none"> <li>• G. Koren Dec. ¶ 20.b.</li> </ul>
3.	<p>Cinco’s verified pleadings and other sworn statements in prior litigation confirm that PCJV’s business, reputation, and goodwill were at stake in U.S. operations, that PCJV’s rights to the marks were governed by the JVA and LLC structure, and that Cinco’s only right was to receive a share of franchise and royalty fees.</p>	<ul style="list-style-type: none"> <li>• Verified Pleadings and Declarations: TE 1076; TE 1077 ¶¶ 17, 26, 31, 44–47, 139–140; TE 1078 ¶¶ 34, 47–50, 151–152; TE 1079 ¶¶ 34, 47–50, 151–152; TE 1086 ¶ 39; TE 1084 ¶ 39; TE 1413;</li> <li>• JVA, TE 1050 § 3(g);</li> <li>• LLC Agreement, TE 62 § 4.17;</li> <li>• Bartolome Decl. ¶ 31;</li> <li>• G. Koren Decl. ¶ 20.c.</li> </ul>
4.	<p>Plaintiff did not acquire any ownership rights or equity in Cinco, PC International, PCJV, or PCI Trading, and expressly disavowed acquiring PCJV’s membership interests, franchise agreements, regulatory obligations,</p>	<ul style="list-style-type: none"> <li>• Settlement Agreement and Membership Interest Purchase Agreement, TE 1172, Recitals E,</li> </ul>

	<p>supply chain contracts, and related businesses, as well as any contractual or fiduciary obligations owed to or by PCJV. As a result, Plaintiff did not acquire the goodwill of the U.S. franchised business.</p>	<p>G, H and §§ 4.1, 5, 12;</p> <ul style="list-style-type: none"> <li>• Dkt. 257;</li> <li>• Franchise Agreements, TE 1248 and TE 1239;</li> <li>• FDDs, TE 1034 and TE 1184;</li> <li>• Bartolome Decl. ¶ 32(e);</li> <li>• Kurtz Decl. ¶ 12;</li> <li>• G. Koren Decl. ¶ 20.d.</li> </ul>
<p>5.</p>	<p>The Cinco Parties' releases and settlement agreements, negotiated and executed with counsel who also represents Plaintiff, expressly bind successors, subsidiaries, affiliates, and assigns, and released all known and unknown licensing and related claims.</p>	<ul style="list-style-type: none"> <li>• Settlement Agreement and Membership Interest Purchase Agreement, TE 1172, Recitals E, G, H and §§ 4.1, 5, 12;</li> <li>• Bartolome Decl. ¶ 32(e);</li> <li>• Kurtz Decl. ¶ 12;</li> <li>• Declaration of Alon Koren ¶ 3;</li> </ul>

		<ul style="list-style-type: none"> <li>• G. Koren Decl. ¶ 20.e.</li> </ul>
6.	Following the alleged assignment(s) to Plaintiff, PCJV continued operating as master franchisor.	<ul style="list-style-type: none"> <li>• Franchise Agreements, TE 1239, 1248;</li> <li>• Bartolome Declaration ¶¶ 34–35;</li> <li>• Kurtz Declaration ¶¶ 10–12;</li> <li>• G. Koren Decl. ¶ 20.f.</li> </ul>

DATED: September 24, 2025 **BLANK ROME LLP**

By: */s/ Arash Beral*

Todd M. Malynn

Arash Beral

Jamison T. Gilmore

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